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7/31/2002

**MASTER AGREEMENT  
 BETWEEN  
 MANISTEE AREA PUBLIC SCHOOLS  
 AND  
 MANISTEE TEACHERS' ASSOCIATION  
 MEA-NEA  
 2000-2002**

**MASTER AGREEMENT**

The Agreement entered into this first day of August 2000, by and between the Board of Education of the Manistee Area Public Schools, hereinafter called the "Board," and the Manistee Teachers' Association, M.E.A. - N.E.A. local affiliate, hereinafter called the "Association."

**WITNESSETH**

**WHEREAS** the Board and the Association recognize and declare that providing a quality education for the children of Manistee is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

**WHEREAS** the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

**WHEREAS** the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, terms and conditions of employment, and

**WHEREAS** the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**

**RECOGNITION**

- A. The Board hereby recognizes the association as the exclusive bargaining representative, as defined in Section II of Act 379, Public acts of 1965, for all teacher certified personnel, including guidance counselors and certified librarians, but excluding administrative personnel and substitute teachers. The term, "teacher," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- B. The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sums shall be deducted as dues from the regular salaries of teachers and remitted in eighteen (18) equal installments starting with the first pay in October.

Manistee Area Public Schools

Michigan State University  
**LABOR AND INDUSTRIAL  
 RELATIONS LIBRARY**

- D. **AGENCY SHOP** - The Board agrees it shall be a condition of employment that all teachers employed shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing; or
  2. Cause to be paid to the Association a representation fee to be established in accordance with Association procedures. Such representation fees shall be activated within thirty (30) days following the Association's notification to non members and the Board of the fee for that given school year and shall be appropriately prorated.
  3. In the event that the bargaining unit member shall not pay such service fees directly to the Association, or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the bargaining unit members' wages and remit same to the Association no later than twenty (20) days following the deduction.
- E. In the event of any legal action against the employer, or any of its agents brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, the School District, School Board Members, Agents and Representatives of the Board of the School District, from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

## ARTICLE II

### TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public acts 1965, the Board hereby agrees that every employee of the Board as defined in Article I, Section A, shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the right to use school facilities upon written application at reasonable hours for Association meetings. Consumable supplies used by the Association in the conduct of their business shall be replaced by the Association. (This does not include supplies and materials used in contract negotiations).
- C. The Board agrees to furnish to the Association specifically requested public information that pertains to the operation of the Manistee Area Public Schools. All requests must be submitted in writing.
- D. No tenure teacher shall receive a reduction in compensation, be disciplined and/or reprimanded without just cause.
- E. No probationary teacher shall receive a reduction in compensation unreasonably, be unfairly disciplined and/or reprimanded unjustly.

### ARTICLE III

#### BOARD RIGHTS

- A. The Board, on its own and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including the right:
1. To exercise executive management and administrative control of the school system and its properties and facilities.
  2. To hire all employees, and subject to the provisions of law and to the limitations of this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote and transfer all such employees.
  3. To establish grades and courses of instruction, including special programs, to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
- B. The exercise of the powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### ARTICLE IV

#### PROFESSIONAL COMPENSATION

- A. The salaries and fringe benefits of teachers covered by this Agreement are set forth in Schedules A, B, and C as attached and incorporated in this Agreement. Such salaries and benefits are determined for a one year period.
- B. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiations, including arbitration, shall be released from regular duties without loss of salary.
- C. The basic mileage reimbursement rate for each year of this agreement shall be the IRS allowable business mileage rate in effect on July 1 of each respective fiscal year. It shall be the responsibility of the Association to officially notify the district when the IRS alters the mileage rate. Teachers who travel between school buildings as a part of their job duties shall be eligible for reimbursement for such travel at the basic rate. Each teacher whose assignment requires travel time shall meet at the beginning of each school year with the appropriate administrator to mutually determine such travel time. Such payment shall be made on an annual or semiannual basis, at the request of the teacher.
- D. Any teacher whose duties necessitate travel for school related activities, and is authorized by school administration for such travel, shall keep accurate records of his/her mileage and destination and receive mileage reimbursement accordingly.
- E. Teachers attending meetings, conferences, and other school activities at the request of the district shall be reimbursed for the actual mileage at the basic rate. Teachers will also be reimbursed for expenses incurred for meals, lodging, and registration fees. Travel and reimbursement arrangements must be approved in advance by the superintendent or his/her designee. Teachers may elect to be reimbursed at a mutually agreeable amount, less than the basic rate, if such travel is voluntary on the part of the teacher.
- F. Eight (8) years outside teaching experience may be allowed in employing new teachers.
- G. Credits earned after the B.A./B.S. degree shall be counted toward lateral movement on the salary schedule by meeting one (1) of the following qualifications:
1. Required for a Michigan Provisional Teaching Certificate.
  2. Enhances the subject area in which the person is teaching.
  3. Related to the field of education.

Confirmation of the qualification of these credits may be obtained from the Superintendent before taking the course. Adjustments on the salary schedule shall be made at the beginning of the first semester after the completion of the credits.

- H. The Board agrees to pay for the vandalism on school property to a teacher's automobile to a maximum of \$100 per incident if approved by the building principal.
- I. The Board will pay total tuition costs for teachers when the need is for further training to prepare for new or revised curriculum offerings as determined by the Board.
- J. Any teacher of the School District may obtain a teacher pass to all school activities with the exception of M.H.S.A.A. Tournaments, from the office of the Athletic Director. Family passes shall be available, providing the teacher volunteers to assist with at least two of the supervisory or clerical duties associated with such activities. Any teacher who misuses the pass will forfeit such pass for the remainder of the school year.
- K. Any teacher with at least 12 years of service in the Manistee Area Public Schools and is eligible for retirement under the provisions of MPSERS may elect to retire and shall receive \$26,000. Retirements eligible for payment under this provision must be effective between the close of one school year and the beginning of the next. Notification of intent to exercise the retirement option must be provided by June 1 preceding the effective retirement date. The retirement incentive shall be capped at two (2) employees for 2000-01, and zero (0) for 2001-02, which shall be granted on an earliest notice basis. The district shall maintain the right to pay the stipend out over two fiscal years. The initial payment shall be made within 30 days of the effective date of retirement, unless other provisions are agreed to by the retiree and the Board.

It is mutually understood that this retirement provision shall end with the expiration of this Agreement. The parties concur that in order for a retirement incentive to have the desired impact, it must be something that is available only for a window time period with intermittent closure and alteration of provisions.

Early Retirement Payment for Medically Disabled Personnel:

- 1. The payment provided under this provision shall be the same as provided in (K) above.
- 2. The employee shall have a minimum of 25 years of credit in the MPSERS and have been employed by the Manistee Area Public Schools for a minimum of 12 years.
- 3. The employee shall be receiving treatment from a licensed physician for an illness that is likely to cause continuing absence from work during much of the remainder of the current school year. This condition shall be certified by the attending physician and confirmed by a second opinion of another licensed physician.
- 4. The closing date for this special retirement provision shall be by the end of the first semester of the current school year.

- L. Payroll deduction shall be available for credit union programs.

## INSURANCE PROTECTION

### FRINGE BENEFITS

- 1. Upon submission of a written application, the Board shall provide bargaining unit members working more than 60% of a full contract with monthly allowances for MESSA-PAK Plan A, or B, Section 125 Plan C according to the following schedule:

Plan A: Teacher will pay 5% of the total premium each year.

Plan B: Fully funded by the Board of Education

Plan C: Fully funded by the Board of Education

MESSA-PAK Plan Specifications are as follows:

Plan A:

- \*Super Care I With Rider XVA2 (Full Family)
- \*\$5/10 co-pay, \$50/100 deductible
- \*LTD 66 2/3% of salary to monthly maximum of \$2500, 90 day modified fill
- \*MESSA/Delta Dental Plan B 004 (60/50/60:Class 1 & 2 \$1,500 max, Ortho Rider \$2000 max) (Full Family)
- \*MESSA Vision VSP2 (Full Family)
- \*Negotiated Term Life \$10,000

Plan B:

- \*MESSA/Delta Dental Plan A (mod.) 006 (75/60/75: Class 1 & 2 \$1,500 max, Ortho Rider \$2000 max) (Full Family)
- \*MESSA Vision VSP3 (Full Family)
- \*LTD (Same as Plan A)
- \*Negotiated Term Life \$20,000

Plan C:

- Plan B Premium toward a Section 125 Option Plan.
- \*LTD (Same as Plan A)
- \*\$20,000 Term Life Insurance

The Board and Association mutually agree to explore competitive pricing for comparable insurance programs through other providers before negotiations begin for a successor agreement.

2. In the event an employee has exhausted paid sick leave or dies, employee benefits shall continue through the contract year.
3. In the event an employee is terminated (not including layoff) or resigns during the school year, the insurance shall be continued until the employee has received the prorated portion of the 12 month insurance year earned at the time of the termination. An employee hired after the first required work day of the school year shall be entitled to the above mentioned employee benefits, subject to MESSA's underwriting guidelines.
4. The Board shall make payment of insurance premiums for all persons, including persons laid off during the current school year, to assure insurance coverage for the full 12 month period commencing September 1st and ending August 31st, or until they are enrolled in some group insurance programs subject to underwriting guidelines.
5. Employees working less than a 40% contract shall receive no benefits. Employees working 40%-50% of a full contract shall receive single subscriber level MESSA Super Care I(With XVA2 Rider) benefits. Employees working 40%-60% who have such coverage shall be enrolled in Plan B of the modified MESSA-Pak. Employees working more than 60% of a full contract shall be eligible for either Plan A or B as will those employees working in a Board approved job sharing program.
6. Each teacher has a thirty (30) day conversion right of Board provided term life insurance upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force, must contact the insurance carrier within thirty (30) days of their last day of employment.
7. An open enrollment period shall be provided annually during the month of September.

2000-2001  
SALARY SCHEDULE A

STEP	B.A. INDEX	B.A. DEGREE	B.A. Plus 10	M.A. INDEX	B.A. Plus 30 M.A.	B.A. Plus 50 M.A.Plus 20
1	1.0000	\$ 29,605	\$ 29,901	1.0000	\$ 31,456	\$ 32,122
2	1.0545	\$ 31,219	\$ 31,531	1.0582	\$ 33,286	\$ 33,991
3	1.1090	\$ 32,832	\$ 33,161	1.1164	\$ 35,117	\$ 35,861
4	1.1650	\$ 34,490	\$ 34,835	1.1746	\$ 36,948	\$ 37,730
5	1.2180	\$ 36,059	\$ 36,420	1.2328	\$ 38,778	\$ 39,600
6	1.2725	\$ 37,673	\$ 38,049	1.2910	\$ 40,609	\$ 41,469
7	1.3270	\$ 39,286	\$ 39,679	1.3492	\$ 42,440	\$ 43,339
8	1.3815	\$ 40,900	\$ 41,309	1.4074	\$ 44,271	\$ 45,204
9	1.4360	\$ 42,513	\$ 42,938	1.4656	\$ 46,101	\$ 47,078
10	1.4905	\$ 44,127	\$ 44,568	1.5238	\$ 47,932	\$ 48,947
11	1.5450	\$ 45,740	\$ 46,198	1.5820	\$ 49,763	\$ 50,817
12	1.6000	\$ 47,368	\$ 47,842	1.6400	\$ 51,587	\$ 52,680
LONGEVITY						
13-14	1,400	\$ 48,768	\$ 49,242	1,400	\$ 52,987	\$ 54,080
15-18	1,600	\$ 48,968	\$ 49,442	1,600	\$ 53,187	\$ 54,280
19+	1,800	\$ 49,168	\$ 49,642	1,800	\$ 53,387	\$ 54,480

Schedule Construction Notes

BA+10 = BA Base x 1.01

BA+30/MA = BA Base x 1.0625

BA+50/MA+20 =BA Base x 1.085

2001-2002  
SALARY SCHEDULE A

STEP	B.A. INDEX	B.A. DEGREE	B.A. Plus 10	M.A. INDEX	B.A. Plus 30 M.A.	B.A. Plus 50 M.A.Plus 20
1	1.0000	\$ 30,567	\$ 30,873	1.0000	\$ 32,478	\$ 33,166
2	1.0545	\$ 32,233	\$ 32,556	1.0582	\$ 34,368	\$ 35,096
3	1.1090	\$ 33,899	\$ 34,238	1.1164	\$ 36,258	\$ 37,026
4	1.1650	\$ 35,611	\$ 35,967	1.1746	\$ 38,149	\$ 38,956
5	1.2180	\$ 37,231	\$ 37,603	1.2328	\$ 40,039	\$ 40,887
6	1.2725	\$ 38,897	\$ 39,286	1.2910	\$ 41,929	\$ 42,817
7	1.3270	\$ 40,563	\$ 40,969	1.3492	\$ 43,819	\$ 44,747
8	1.3815	\$ 42,229	\$ 42,651	1.4074	\$ 45,709	\$ 46,677
9	1.4360	\$ 43,895	\$ 44,334	1.4656	\$ 47,600	\$ 48,608
10	1.4905	\$ 45,561	\$ 46,016	1.5238	\$ 49,490	\$ 50,538
11	1.5450	\$ 47,227	\$ 47,699	1.5820	\$ 51,380	\$ 52,468
12	1.6000	\$ 48,908	\$ 49,397	1.6400	\$ 53,264	\$ 54,392
LONGEVITY						
13-14	1,400	\$ 50,308	\$ 50,797	1,400	\$ 54,664	\$ 55,792
15-18	1,600	\$ 50,508	\$ 50,997	1,600	\$ 54,864	\$ 55,992
19+	1,800	\$ 50,708	\$ 51,197	1,800	\$ 55,064	\$ 56,192
<u>Schedule Construction Notes</u>						
BA+10 = BA Base x 1.01						
BA+30/MA = BA Base x 1.0625						
BA+50/MA+20 =BA Base x 1.085						

## SCHEDULE B

### SALARY SCHEDULE FOR COACHING DUTIES

- A. The Bachelors Degree teacher salary schedule shall be used as the basis for the index system.
- B. The number of years as a coach of the particular sport shall determine the position on the index system and determine the base year up to a maximum of eight (8) years.
- C. An assistant coach who is promoted or comes into the Manistee School System as a head coach in a sport will receive credit of one (1) year for each year as an assistant not to exceed eight (8) years in determining his/her base year.
- D. No coach shall suffer a rollback in coaching supplement due to the eight year maximum stipulated in paragraph B.
- E. Salary Schedule B, Article E

<u>Football</u>	<u>Rates</u>
Varsity Coach	13%
Assistant. Varsity Football Coach	8%
Head JV Football Coach	8%
Assistant JV Football Coach	8%
Head Freshmen Football Coach	8%
<u>Basketball (Boys/Girls)</u>	
Varsity Coaches	13%
JV Coaches	8%
Freshmen Coaches	8%
<u>Track (Boys/Girls-separate)</u>	
Varsity Head Coach	(one 13%, or two 8% each)
Assistant Coach	6%
<u>Volleyball</u>	
Varsity Coach	9%
Jr. Varsity Coach	6%
Freshmen Coach	6%
<u>Wrestling</u>	
Varsity Coach	9%
JV Coach	6%
<u>Skiing</u>	
Varsity Coach	9%
<u>Baseball/Softball</u>	
Varsity Coach	9%
JV Coach	6%
<u>Soccer (Boys/Girls)</u>	
Varsity Coach	9%
JV Coach	6%
<u>Cheerleading</u>	
Varsity Coach	8% (per season)
JV Coach	6% (per season)
<u>Cross Country</u>	
Varsity Coach	8%
Assistant Coach	6%
<u>Tennis</u> Coaches (boys/girls)	8%
<u>Golf</u> Coach	8%
<u>Debate</u>	4%
<u>Forensics</u>	4%
<u>Quiz Bowl</u>	4%



## MIDDLE SCHOOL POSITIONS

Head Football Coach	6%
Assistant Football Coach	5%
Basketball Coach	5%
Wrestling	5%
Head Track Coach	6%
Assistant Track Coach	5%
Volleyball	5%
Debate	3%
Forensics	3%
Cheerleading	2% per season
Directors of Middle School and Elementary Intramurals	4% B.A. Base/program

*New HS/MS sport activities added will be paid based on similar positions already in Schedule B or shall be negotiated with the MTA if special circumstances warrant.*

1. Voluntary unpaid coaching due to illness should not be expected to exceed four consecutive days. After four consecutive days, the substitute coach shall be paid on a daily basis of \$9.00 per day for a varsity level sport, \$8.00 per day for J.V. level sport, \$7.00 per day for 9th grade level sports, and \$6.00 per day for Middle School level sports.
  2. If a coach is ill, he/she will receive two sick days for each week of the scheduled season.
- F. All head coaches, with approval of the Athletic Director, shall be allowed to select one assistant coach to accompany them to one coaching clinic per year with expenses paid by the Manistee School District.
- G. The head coach of a sport with approval of the Athletic Director shall be allowed to assign his/her assistant coaches to the position on his staff, which he/she feels they will most capably fill.

## SCHEDULE C

### SUPPLEMENTAL SALARIES

The number of years' experience with the particular activity will determine the position of the base year on the salary schedule up to a maximum of eight years. The salary is computed by multiplying the base year salary on the B.A. Schedule by the percentage rate. Only if the Masters' Degree is required for the position, shall the M.A. Schedule serve as the base.

No teacher shall suffer a reduction in supplement due to the eight-year maximum stipulated in the above contract.

<u>Assignment</u>	<u>Rate</u>
Guidance Director	16 2/3% (Ten (10) work days beyond teacher contract)
Sr. High Band Director	10%
Middle School Band Director	5%
Assistant Band Director	3%
Elementary Band Director	1%
Elementary Choir Director	3%
Co-op Coordinator	8%
Sr. High Yearbook	3%
Middle School Yearbook	1.5%
Play Director (3 act play)	4%
High School Newspaper	3%
National Honor Society	4%
Elementary Computer Coordinator	4%
Secondary Computer Coordinator	4%
Sr. Class Sponsor Total Allowance	5% B.A. Base
Jr. Class Sponsor Total Allowance	6% B.A. Base
Sophomore Class Sponsor Total Allowance	3% B.A. Base
Freshmen Class Sponsor Total Allowance	3% B.A. Base

Science Olympiad Coach (2)	2% per level of competition per coach
Youth in Government	2%
Key Club	1.5%
Vocal Director for Musical	1.5%
Technical Director for Musical	1.5%
Core Curriculum Specialist	7%
Mentoring	\$500
SADD	2%

(If a Plan of Assistance is required, increase by \$500)

The number of coaches/advisors will be determined by the number of participants. This will vary between activities. A reasonable number of participants for a specific activity can be agreed to by the coach/advisor and the building Principal.

\$10,000 shall be allocated as follows for building leadership teams to compensate their instructional and noninstructional staff members for added time and responsibilities associated with such leadership activities: (HS-\$3,000; MS, Kennedy, Madison, Jefferson-\$1,500 each; Washington-\$1,000)

Additional class assignments beyond the normal teaching load for High School or Middle School as covered in Article V:

Teaching up to 1.25 hours beyond 25 hours per week:	5%
Teaching greater than 1.25 and less than 2.5 hours per week:	10%
Teaching over 2.5 hours per week beyond 25 hours per week:	20%

Additional class assignments are to be avoided when possible. Removal from an overload assignment may be made during the first thirty (30) calendar days of a semester, or at the end of the semester provided the teacher is given thirty (30) days' notice.

## ARTICLE V

### TEACHING HOURS

	<u>Student School Day</u>
Jefferson	8:35 - 3:30
Madison	8:45 - 3:40
Washington	8:45 - 3:40
Kennedy	8:55 - 3:35
Middle School	8:00 - 2:41
High School	7:55 - 2:40
MCC	
Casman	

#### A. Elementary Teachers

1. All elementary teachers shall report to their assigned school fifteen minutes before the beginning of the student school day and shall remain at least ten minutes following the close of the student day. The maximum teaching load for elementary teachers shall not be more than 27.5 student contact hours per week.
2. While teachers of music, art, and physical education hold their classes, the regular teachers may use this time for preparing and handling work of their class assignment. However, they cannot divorce themselves entirely from other instruction affecting their class and are held responsible for cooperating with and assisting special teachers of their class whenever it is deemed necessary and advisable by the Building Principal, Classroom Teacher, and Special Teacher.
3. Teachers of grades 1-4 shall have nine duty free fifteen minute recess periods per five day week. Teachers of grades 1-6 shall not be required to supervise more than one recess period per week. No more than one (1) teacher shall be assigned to any given recess period.

The Board and Association recognize the desirability of teacher contact to be in the form of classroom instruction rather than recess supervision. Therefore, as conditions of scheduling and alternate recess supervision methods permit, classroom instruction may be increased in lieu of recess supervision.

4. Half Day Kindergarten teachers will be provided a minimum of 150 minutes per week of duty-free time exclusive of noon hour. It shall be the principal's duty to arrange and identify the duty-free time for each kindergarten teacher in his building.
5. Elementary teachers shall not be required to have student supervisory responsibilities prior to fifteen minutes before the beginning of the scheduled student school day.
6. Elementary art, music, physical education and Spanish teachers shall be provided a minimum ten (10) minute break in the morning as well as the afternoon.

B. Middle School Teachers

The normal work week for Middle School Teachers shall include a maximum of 25 student contact hours per week, one consultation/preparation period equivalent in length to one normal student class period, in the grade level in which the teacher has the majority of his/her assignment, plus 25 additional minutes to be arranged before and/or after the student school day. The arrangement of the 25 minutes will be established at the discretion of the building principal in consultation with his/her teaching staff.

C. Senior High Teachers

The normal work week for Senior High Teachers shall include a maximum of 25 student contact hours per week, one consultation/preparation period equivalent in length to one normal student class period, in the grade level in which the teacher has the majority of his/her assignment, plus an additional 15 minutes at the beginning of the work day and 10 minutes at the end of the work day.

- D. Teachers must request permission from the Building Principal or his/her designee to leave school during the specified time of school attendance per Sections A, B, and C of this Article.
- E. Teachers shall be entitled to a duty free lunch period of not less than forty minutes. In no event can the teacher's duty free lunch period be for a lesser period of time than the scheduled student lunch period. The lunch period for teachers shall be subject to review annually by the principal and the respective Association Building Representatives. In the event that changes shall become effective after mutual agreement between a majority of the building teachers and principal with final approval by the Superintendent.
- F. Teachers shall be at their assigned place of duty at least 15 minutes prior to the beginning of their first class.
- G. Teachers' normal expected hours of work beyond the regular school day shall include time devoted to faculty meetings, most PTA meetings, and Parent-Teacher Conferences. Administrators will attempt to notify teachers three (3) days prior to a faculty meeting. Administrators may call additional faculty meetings to deal with emergency situations. The scheduling and content of inservice workshops shall be subject to agreement between the teachers and administrators of the school.
- H. Teachers are excused from reporting on days when schools are closed due to severe weather conditions. Teachers are excused from work when a school is closed due to mechanical problems. If schools are open during inclement weather, teachers are expected to make every effort to report to work. However, if a teacher is unable to get to work on time because of conditions caused by severe weather, he/she must notify the building principal and report to work as soon as possible. No pay deduction will be made for this temporary absence. If a teacher, however, is unable to get to work for the entire day due to inclement weather, the teacher must reimburse the school district for the cost of a substitute.
- I. It is agreed between the Association and the Board that extra-curricular activities are an important part of the total school program.

So that activities are distributed equally between teachers, it is expected that all teachers will share in extra-curricular activities. The teachers will have the choice of the type of activity in which he or she becomes involved.

## ARTICLE VI

### TEACHING ASSIGNMENTS, TRANSFERS, AND VACANCIES

#### A. Assignments

1. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study (major fields to be given prime consideration).
2. Teaching assignments shall be made by the Board with consideration given on a priority basis to: (1) total needs of the district and teacher qualifications. (2) teacher preference and system seniority. If changes are necessary, conferences shall be held with teachers involved prior to making the assignment change. In the event the teacher(s) involved cannot be reached, a designated department representative in the case of a middle school or senior high assignment, or building representative in the case of an elementary assignment, shall be contacted prior to instituting such changes. Assignment shall be posted in each building principal's office by the end of the preceding school year.
3. Middle School or senior high teachers shall be assigned no more than a maximum of three subject preparations whenever possible.
4. Selection of teachers for summer school employment will be the sole responsibility of the school administrator who will take into consideration the past performance and experience of candidates. Efforts will be made to rotate the employment of those candidates who meet the criteria of performance and experience in the approximate grade level of the job opening. Preference shall be given to established Manistee area teachers for summer school positions taking into consideration any regulations pertaining to employment in Federal or State programs.

#### B. Transfers

1. The parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
2. When transfers are deemed necessary, the Superintendent or his designee shall hold a conference with the teacher to be transferred so that the teacher is informed of the reasons for the transfer.
3. In the event the transfer appears to be necessary to improve the school program or for economic reasons, lists of available positions in other schools shall be provided in the same manner as stated in Section C - Vacancies.
4. Transfer requests are to be considered prior to the hiring and placement of new teachers.
5. Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.
6. Teacher transfer requests will be initiated with the building principal and forwarded to the Superintendent. Any teacher desiring a transfer of assignment must express this interest in writing to his/her building principal and the Superintendent on or before June 1st of each year.

#### C. Vacancies

1. Temporary Vacancy
  - a. "Temporary Vacancy" shall mean a bargaining unit position held by a teacher on an unpaid leave of absence of less than one (1) full semester, or on an extended absence due to sick leave or disability of twenty working days or more.
  - b. The Board shall not be required to post temporary vacancies.

- c. In filling a temporary vacancy, the following provisions shall govern: The vacancy shall be filled by recall of a teacher on lay-off from this school district. In selecting the appropriate laid off teacher to fill a temporary vacancy, the Board shall select the teacher who would provide the greatest continuity in the instruction program and will not be limited by seniority considerations. If there is no teacher on lay-off from this school district with a major or minor for the vacancy, the Board may fill the vacancy from any source.

2. Permanent Vacancy

- a. "Permanent Vacancy" shall mean a bargaining unit position newly created (including but not limited to positions created by increased enrollment, revised curriculum, and increased sections at grade or subject levels) or a bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal for cause, or death of the teacher assigned to said bargaining unit position.
- b. In filling a permanent vacancy, the following provisions shall govern:
  - 1. The vacancy shall be filled by recall of a teacher on lay-off from this school district. If there is no teacher on lay-off certified with a major or minor for the vacancy, the following provisions shall govern:
  - 2. Any qualified teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of service and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefore shall be subsequently superior to applicants with greater service.
  - 3. If the vacancy is not filled by the above provisions, the Board may fill the vacancy from any source.
- c. Whenever any permanent vacancy exists which is not filled by the recall of a teacher laid off from this school district, the Board shall publicize the same by posting the vacancy in each building/teachers' lounge or work area for a period of not less than ten (10) working days. A copy of the posting shall be forwarded to the Association. Information on permanent vacancies which occur during the summer months shall be mailed to the Association and to those teachers expressing an interest in transfer of assignment per paragraph B-6. Such summer vacancies may be filled by transfer without regard to a posting period by teachers in paragraph B-6 who are duly notified and given the opportunity to accept or reject transfer to said vacancy. A posting period of seven (7) calendar days shall apply if outside applicants are needed to fill the position.
- d. Any teacher may apply for any permanent vacancy. All applicants for a position shall be notified by the Board when said position is filled.

## ARTICLE VII

### TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the time and energy of the teacher is utilized to this end.

It is recognized that frequent interruption in classroom daily schedules are not conducive to effective teaching. Special activities shall be pre-scheduled whenever possible to allow teachers to make necessary adjustments in their own daily program.

A. Classloads

1. Middle School classloads shall not exceed an average of 32 students per period. No more than two class periods may contain a maximum of 34 students. The overall classload shall not exceed 192 students per day. Exceptions to this provision are typing, physical education, music, and industrial arts. Efforts will be made to balance the classloads.
2. Senior high classloads shall not exceed an average of 32 students per period. No more than two class periods may contain a maximum of 34 students. The overall classload shall not exceed 160 students per day. Exceptions to this provision are typing, physical education, music, and industrial arts. Efforts will be made to balance the class sizes.
3. No teacher assigned to study hall supervision shall be responsible for more than 80 students per period and shall be responsible for one room only as a study hall. A group may be assigned to the library on a permanent basis for study hall.
4. In the event classloads exceed the above limits, the administration shall have three weeks to resolve and eliminate such overload situation.
5. The Board shall employ a sufficient number of teachers to maintain a 30:1 individual classroom pupil-teacher ratio at the elementary levels. The parties recognize the desirability, particularly at the lower elementary grades, of maintaining a pupil-teacher ratio not greater than 25:1 and the Board agrees to exert reasonable effort to maintain ratios less than the above stated maximum. The above class size limit applies to the "home base" classrooms only, and does not apply to physical education, music, and/or classes where special groupings are arranged to provide departmentalized instruction.

Special Education students who are mainstreamed into regular classrooms shall be counted on a full-time equivalency basis. The parties agree to seek the goal that inclusive education should be a positive educational experience for all students. Therefore, in the event "Least Restrictive Environment" regulations mandate the inclusion of SMI, TMI, EI, and other severely handicapped students currently receiving Special Education services on a regular basis at the Intermediate School District into regular educational classrooms; the Board and Association shall meet and confer regarding the staffing and special training needs necessary to provide essential services for all students. Both parties recognize that such inclusion may present special problems requiring some adaptations in order to maintain the integrity of quality instruction.

- B. The Board agrees at all time to keep the school reasonably and properly equipped and maintained.
- C. The building principal shall work with the teacher representatives toward keeping the non-teaching duties of teachers to a minimum.
- D. The Board shall make available in each school an appropriately furnished faculty lounge for teacher use.
- E. Adequate parking facilities shall be made available to teachers whenever possible.
- F. Every teacher shall be entitled to his/her own desk and adequate storage space for his/her materials and equipment.
- G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher unless he/she imposes his/her beliefs upon students through his/her teaching. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it interferes with his/her effectiveness as a teacher.
- H. The provisions of this Agreement and the wages, hour, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or association with the activities of any employee association.
- I. The Board shall provide for the purpose of assisting teachers in grades 1 through 4, one (1) full-time clerical aide for each grade in which the pupil/teacher ratio exceeds an overall ratio of 27:1.

## ARTICLE VIII

### TEACHER EVALUATION

#### Philosophy of Evaluation

Evaluation of Manistee School District teachers is a positive endeavor. The purpose is to identify and recognize strengths as well as any weaknesses that may be noted and to directly assist teachers in their attempts to improve their performance. Assistance will be given in an open constructive manner.

The evaluation of the performance of each teacher in the school system is the responsibility of the administration. Each teacher upon his/her employment or the first school day of each year shall be appraised of the criteria on which he/she will be evaluated, at which time the opportunity to form a committee of building administrators and staff will be extended for purposes of appraising and improving the evaluation instrument. In such evaluations, all monitoring or observations shall be conducted in person.

#### Procedure

- A. The conditions necessary for productive teacher evaluations are:
1. Each teacher will know who will be conducting the evaluation and under what conditions.
  2. Each teacher will be aware of and provided with resources for personal growth and development.
  3. Self-evaluation will be completed by the teacher prior to the supervisor's evaluation conference. Although the self-evaluation may be shared with the supervisor during the conference, it will remain the property of the teacher and shall not become a part of the teacher's personnel file.
  4. The supervisor's evaluation will be completed per provisions of this Article.
- B. Student and/or parent surveys may be used as a teacher selected optional step for self improvement information.
- C. Evaluation criteria shall include, but not be limited to the following areas:
1. Knowledge of subject matter
  2. Techniques of instruction
  3. Classroom management
  4. Relationship with pupils, staff, parents, and administrators
- D. Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator of the school district designated by the Board of Education.
- E. All evaluations shall be reduced to writing, a copy given to the teacher, and an opportunity afforded the teacher to discuss the contents of the evaluation. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall identify the ways in which the teacher is to improve. All observations during the school year may be included in the written evaluation but the observations must be conducted in person by the administration and be confined to the school environment. After each formal classroom observation, the observer shall, at the teacher's request, confer with the teacher regarding his/her observations with three (3) work days.
- F. The performance of all teachers shall be evaluated in writing as follows:
1. Probationary teachers shall be evaluated in writing at least two (2) times each year: once on or before December 1st and again on or before March 15th. These two (2) evaluations shall be at least sixty (60) days apart, unless a shorter interval between observations is mutually agreed to by the teacher and administration.

Within twenty (20) work days following the 1st evaluation, the administration shall meet with the teacher and a representative of the association to prepare the teacher's Individualized Development Plan (IDP). The IDP shall set forth the specific goals to be met by the teacher during the school year and the actions to be taken by the teacher in reaching those goals. The goals and actions followed by the teacher must be consistent with the criteria for evaluation contained in the evaluation instrument. The IDP shall be finalized in written form and signed by the administrator and teacher. The administration shall provide necessary and appropriate resources required to implement the IDP.

2. Tenure teachers shall be evaluated in writing at least once every three (3) years. All observations should be completed by April 20th, with written evaluation provided by May 1st. For those evaluations where the overall performance has been rated unsatisfactory for the school year, the teacher, association, and administration shall

develop a written IDP setting forth the areas of concern, the goals to be achieved by the teacher, the specific steps to be followed by the teacher in the achievement of the goals, and the timeline to be followed. Teachers placed on an IDP shall be subject to evaluation as set forth in the IDP. The teacher will be observed at least once during each semester of the school year following the establishment of the IDP, each observation being at least sixty (60) days apart or as otherwise agreed to by the participants to the IDP conference. The administrator shall, within twenty (20) days of an observation, provide a written summary of the observation delineating the specific progress in meeting the goals in the IDP. The administration shall provide necessary and appropriate resources required to implement the IDP. The decision to continue a teacher on the IDP for a second year (developing a second IDP for the teacher as set forth above) and/or to take disciplinary action against the teacher must be directly related to the failure to achieve the goals specified in the IDP as evidenced by the evaluation process.

- G. Three (3) copies of the written evaluation shall be submitted to the teacher, two (2) to be signed and returned to the administration and the other to be retained by the teacher. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. In the event the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The report shall not contain any information obtained from outside the observation that has not been previously made known to and discussed with the teacher.
- H. In the event of a possible denial of an individual teacher contract, the administration will make every effort to inform the Association President on the matter.

#### **ARTICLE IX**

##### **NO STRIKE**

The Association agrees that it, or its members, shall not authorize or engage in any strike as defined by law against the Manistee Area Public Schools during the duration of this Agreement.

#### **ARTICLE X**

##### **SICK LEAVE AND/OR DISABILITY**

A. SICK LEAVE SCHEDULE:

Probationary Teachers:

- First Year - Fifteen (15) days per year
- Second Year - Fifteen (15) days per year accumulative to thirty (30) days
- Third Year - Fifteen (15) days per year accumulative to forty-five (45) days.
- Fourth Year - Fifteen (15) days per year accumulative to sixty (60) days.

Tenure Teachers

The Board will allow paid absence for sickness for a maximum of ninety (90) days per year or until the teacher qualifies for Long Term Disability Insurance benefits. It is understood that no subtraction of sick leave will occur while the person is under Long Term Disability Insurance.

B. Worker's Compensation, Sick Leave and Long Term Disability:

The Board will pay the difference between Worker's Compensation Benefits and the teacher's regular salary only until such time as the teacher qualifies for initial Long Term Disability Insurance benefits with no subtraction of sick leave. It is understood that no subtraction of sick leave will occur while the person is under Worker's Compensation and supplemented by Long Term Disability Insurance.

C. Qualifications for Sick Leave:

Sick pay will be allowed for the following:

1. Personal Illness and/or Disability
2. Death of the employee's wife or husband, son, daughter, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or relatives who are permanent part of the employee's home. In addition, the Board or its designee may grant leave allowance for other person's death upon request by the employee.



3. The Board or its designee may grant leave for family illness upon request by an employee and no actions of past practice or prior decisions shall limit the discretionary authority of the Board to grant, deny, or limit sick leave for this purpose.
  4. Sick leave will be paid for absence necessary by exposure to a contagious disease in which the health of others would be endangered.
  5. If the Board requires a doctor's certificate, it will be at the Board's expense.
- D. A teacher under an annual contract whose personal illness limits his teaching in any one year shall advance one full step on the Salary Schedule only if he/she teaches a minimum of seventy-two (72) days.
- E. Good Attendance Incentive  
An incentive bonus shall be paid to each teacher at the conclusion of the school year for good attendance according to the following schedule:

<u>Days Absent</u>	<u>Incentive Bonus</u>
0	\$300
1	250
2	200
3	125

"Days Absent" shall include sick days and personal leave days, but not absence due to school business, jury duty, or release time.

## ARTICLE XI

### LEAVE OF ABSENCE

Leaves of Absence without loss of pay shall be granted for the following:

- A. At the beginning of each school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association. The use of these days shall be at the discretion of the Association, providing a minimum of 48 hours advance notice is given except that no more than three (3) such days may be used on the same date.
- B. Two (2) personal leave days will be available to each teacher annually. A teacher planning to use such a day, shall give 48 hour advance notice to his/her building principal.
- C. Absence when a teacher is called for jury service - In this event the Board shall pay the difference of his/her salary and the compensation he/she receives for jury service excluding mileage and meals reimbursement.
- D. Appearance in court when served with a subpoena.

## ARTICLE XII

### LEAVES OF ABSENCE WITHOUT PAY

- A. Upon written request including an intent to return, a leave of absence shall be granted for a Board approved educational leave for a period not to exceed one (1) year to any teacher having successfully completed the probationary period. The Board may grant other leaves of absences. The time period is subject to renewal if approved by the Board following written request by the teacher. Requests for renewal must be made before termination of the leave and shall not exceed one (1) year for each renewal.  
If requests for renewal or extension of the leave are not made before termination of the one (1) year leave, the teacher will be considered officially resigned from the Manistee Area Public Schools.

Unless otherwise specified, a leave of absence shall:

1. Entitle the teacher to return to his/her last teaching position or an equivalent one (subject to the provisions of Article VI) for which he/she is certified and qualified.

2. Entitle the teacher to all previously accrued benefits.
3. Not entitle the teacher to accrual of sick leave during the leave of absence period.
4. Not entitle the teacher to advancement on schedule for the time away from actual employment unless prearranged with the Board.

Leave of absence may be terminated at any time by mutual agreement between the teacher on leave and the Board.

- B. Unpaid vacations during the school year, as set forth in the School Calendar as part of this Agreement, are to be discouraged. Recognizing that there exists occasional unique opportunities, such leaves shall only be permitted upon the approval of the Board or its designee. No actions of past practice or prior decisions shall limit the discretionary authority of the Board to grant or deny leaves for this purpose.

### ARTICLE XIII

#### SUBSTITUTING BY TEACHERS

- A. High School - Both parties are agreed that the use of regular classroom teachers as substitutes during their conference periods and frequently in areas outside their respective field is conducive neither to optimum teaching nor wise use of teacher time. Therefore, every effort shall be made to recruit substitutes for high school. Until a sufficient number of high school substitutes can be obtained, high school teachers shall receive compensation or released time credit for their services as substitutes per substitute salary schedule.
- B. Regular staff substituting shall be paid \$20.00 per hour. Teachers who substitute during the absence of regularly scheduled teachers shall be paid at the substitute rate or may select to receive release time credit in lieu of pay. Teachers whose prep time is reduced by a school or grade-wide special activity shall not receive staff substitute pay or release time. Efforts will be made to prevent repetition of interruption to a particular prep period. Such efforts shall include rotating days of the week for elementary specials.
- C. Teachers may substitute for released time credit without remuneration for other staff members up to an accumulated total of twenty (20) hours. One released day is allowed for each five (5) substitute hours subject to the following conditions:
  1. Although the released time hours may be accumulated to twenty (20) hours, the teacher is limited to a maximum of four consecutive released time days at a time, with a reasonable period of time to elapse before another released time period may be taken.
  2. Accumulation of released time leave can be made beyond one year, subject to the four (4) day maximum.
  3. At termination of employment, employees would be reimbursed for unused released time hours.
  4. Substitute leave days may not be taken during the first or last week of each semester, or the day preceding or following a school holiday, without the expressed approval of the building administrator. Requests must be made at least two(2) work days in advance of requested leave.
  5. Release time can be used only for full-day or half-day purpose.
  6. When the demand for substitute leave exceeds the supply of available substitute teachers, leave will be granted on the basis of earliest date of application, but not more than 10% of the building faculty can be gone at any one time without the expressed approval of the building administrator.

### ARTICLE XIV

#### PROTECTION OF TEACHERS

- A. The Association recognizes that classroom discipline is primarily the responsibility of the teacher. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social

workers, law enforcement personnel, physicians or other professional people, the Board will take reasonable steps to relieve the teacher of responsibility with respect to such pupil. This does not necessarily mean exclusion of the student from the classroom.

- B. Any case of assault upon a teacher arising out of his/her teaching activities shall be promptly reported to the Board or its designated representative by the teacher or his/her agent. The Board will provide legal counsel by its attorney to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

When threats of physical harm to the teacher or his/her property are reported to the principal, it is expected that action will be taken by the principal to assist the teacher in dealing with the situation.

- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student while acting within Board policy, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- D. Time lost by a teacher in connection with Sections B and C of this Article shall not be charged against the teacher.
- E. Any serious complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- F. Any information placed in the teacher's personnel file shall be brought to the attention of the teacher with the option of a teacher attaching his/her comments on the issue.

#### **ARTICLE XV** **NEGOTIATION PROCEDURES**

- A. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- B. Matters Within the Contract:  
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demand and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during the life of this Agreement.
- C. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by the Association and Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject to such ultimate ratification.

#### **ARTICLE XVI** **GRIEVANCE PROCEDURES**

- A. Definitions
1. Grievances will be identified by number and/or subject rather than by a teacher's name.
  2. A grievance is a claim of a violation, misinterpretation or misapplication of some provision of the negotiated Agreement.
  3. The "Aggrieved Person" is the person or persons making the claim.

4. The term, "Teacher," includes any individual or group who might be required to take action or against whom action might be taken in order to resolve the problem.
5. A "Party of Interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
6. The term, "days," shall mean working days. Work days shall be Mondays through Fridays, except during scheduled vacation periods and holidays as set forth in the school calendar.
7. The termination of a tenure teacher's employment shall not be the basis of any grievance filed under the procedures of this Article XVI.
8. The termination of the services of a probationary teacher or failure to re-employ such teacher shall be subject to advisory arbitration only. In the processing of such grievance, an advisory arbitration decision will precede level four and follow level three.
9. The termination of the services of a teacher in a position under Schedule B or Schedule C shall be subject to advisory arbitration only.

B. Form of Grievance

Written grievances must be specific and include the following:

1. Statement of the facts upon which grievance is based, stating the date or dates of the alleged violations.
2. A reference to the articles and sections of this Agreement which have allegedly been violated, misinterpreted or misapplied.
3. A statement of the relief sought.
4. The name and signature of the employee(s) submitting the grievance.

C. Administrative or Board Representative

The building principal shall be the administrative representative when the particular grievance arises in that building. The Superintendent of Schools will be the Board representative in dealing with all other problems.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One: A teacher (group of teachers, or Association) believing there to be a grievance shall within twenty (20) days of an alleged violation, or within (20) days of the time he/she/they reasonably should have been aware of same, of the express provisions of this Agreement, shall orally discuss the grievance with his/her immediate supervisor or principal individually, together with his/her Association Representative or through the Association Representative.
2. Level Two: In the event the aggrieved party, or the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance shall be reduced to writing and the matter shall proceed to Level Three of the grievance procedure.
3. Level Three: Within seven days from receipt of the grievance by the Superintendent, he shall render his response, in writing.
4. Level Four: If the grievant or the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within seven (7) days from the date the grievance was forwarded to the Superintendent, the grievant or the Association may, within ten (10) days, refer the grievance to the Board's

Review Committee. Within fourteen (14) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's Representative(s) for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered in writing ten (10) days of the meeting.

5. Level Five: If the Association is not satisfied with the disposition of the grievance by the Review Committee, or if no decision is reached within the ten (10) day period, the grievance may, within ten (10) days be submitted to arbitration before an impartial arbitrator selected by the two parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. Both parties agree to be bound by the award of the arbitrator except as specified in Paragraph A. The fees and expenses of the arbitrator shall be paid by the losing party. The arbitrator will be requested to specify who is the loser. The arbitrator can opt to declare a split decision, in which case, costs shall be split between the parties.

a. Powers of the arbitrator are subject to the following limitations:

1. He shall have no power to add to, subtract from, disregard, alter or modify any of the provisions of this Agreement.
2. He shall have no power to establish salary scales or other provisions of any successor Agreement.

E. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reasons of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing and processing grievances shall be designed, prepared, and distributed by the Superintendent and the Association.
5. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.
6. Should a teacher or the Association fail to institute a grievance or resubmit the grievance to the next level, within the time limits specified, the grievance will not be processed.

## ARTICLE XVII

### PROFESSIONAL STUDY COMMITTEES

Both parties are agreed that there should be a continuous effort exerted by both the Board and the classroom teachers to work towards the improvement of instruction and related teaching problems. Teacher representative(s) on such committees shall be selected by the teaching staff of each building.

## ARTICLE XVIII

### PROFESSIONAL GROWTH RESPONSIBILITY

Both parties recognize the need for teachers to remain knowledgeable concerning the methods and expanding body of knowledge of their profession.

The Board accepts the responsibility of providing workshops and permitting visitation to clinics, other schools, and professional meetings by teachers under the conditions of Article V.

There shall be a Professional Growth Committee appointed by the Board, made up of three (3) teachers, two (2) administrators, and one (1) Board Member. The committee shall have discretionary authority to distribute \$2,000 from a fund established annually by the Board of Education for professional development activities. The committee shall meet at least annually between September 1st and January 1st to determine the allocation process.

## ARTICLE XIX

### CONTRARY TO LAW PROVISIONS

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XX

### JOB SECURITY PROCEDURE FOR EXTRA COMPENSATION POSITIONS

- A. Dismissal from extra compensation positions which are to be continued by the Board will be for just cause.
- B. A teacher who loses an extra compensation position, when said position is to be continued by the Board, shall be notified by the Superintendent or his designee at least sixty (60) days before the beginning date of the extra compensation position that their services are terminated with reasons.
- C. A teacher may request a public or private hearing before the Board regarding his/her dismissal within thirty (30) days of his/her notification.
- D. Within thirty (30) days the Board shall conduct a hearing regarding the dismissal.
- E. The Board's decision regarding the dismissal shall be issued within thirty (30) days.

## ARTICLE XXI

### LAY-OFF AND RECALL PROCEDURE

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel.
- B. The term, "qualified," as used in this article shall be defined as follows:
  - 1. Elementary (K-6) placement requires valid elementary certification with a college academic emphasis in elementary education or have successful elementary (K-6) teaching experience within the last five years.
  - 2. Middle School (7-8) placement requires a valid teaching certificate with a major or minor in the subject area assigned and successful teaching experience in that major or minor during the past five years. A minimum of six semester hours of academic credits earned in the major or minor within the last three years may be accepted in lieu of teaching experience.

Teaching exploratory type classes shall be exempt from the above requirements provided the teacher can demonstrate his/her proficiency in the classwork to the building principal.
  - 3. High School (9-12) placement requires a valid teaching certificate with a major or minor in the subject area assigned and successful teaching experience in that major or minor during the past five years. A minimum of six semester hours of academic credits earned in the major or minor within the last three years may be accepted in lieu of teaching experience.

#### Note:

In the event a teacher is reassigned and, as a consequence, lacks the recency of experience and/or academic training, the teacher shall be granted the first available college semester, after notification, which to gain the required academic credits

may be extended by the Board in cases of extenuating circumstances (i.e. classes needed are not available within a reasonable commuting distance.)

C. Lay-off Procedure

In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:

1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
2. If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided.

Lay-offs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority shall be laid off first. For the purpose of this Article, "seniority" is defined as length of service within the district as of the teachers' first working day. In the circumstances of more than one individual beginning employment on the same date, the greatest seniority shall be granted on the basis of Board action to employ such individuals. Any remaining ties shall be broken on the basis of the teachers' date and time of their final interview, prior to Board action. A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for just cause.

3. A teacher shall not lose accrued seniority nor gain seniority while on a leave of absence. Seniority shall accrue while a teacher is on lay-off.
4. A tenure teacher, who is laid off pursuant to this article, has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority.
5. No teacher shall be laid off without a 35 day notice, nor shall any teacher be laid off during the second semester, unless the 35 day notice of lay-off was served prior to the commencement of the second semester, or such lay-off is due to the return of a teacher from a leave of absence.
6. The district shall prepare and present to the Association a current seniority list of bargaining unit members. This list shall be presented to the Association prior to October 15th of each year. Accompanying the name of each teacher on the list shall be the date of last hire.
7. Teachers shall have the right to accept or reject positions less than full-time without affecting their right to a full-time position.

D. Recall Procedure

1. Recall of teachers shall be in the inverse order of lay-off, i.e., those laid off last will be recalled first; provided, however, no new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.
2. At such time as a teacher is placed on lay-off, it shall be the responsibility of the teacher to keep the Superintendent's office apprised of any change of address, for purposes of recall or other correspondence.
3. When a teacher not under contract to another school district fails to accept a recall notice, he/she surrenders all rights to recall. If a teacher is unable to accept a recall notice due to contract obligations with another school district, he/she shall retain all rights to recall and seniority until he/she fails to accept a recall notice while not under contract to another school district.  
For the purpose of this article, the period from the conclusion of the school year until the ensuing August 1 shall be considered "not under contract to another school district."

E. Individual Contract

1. The individual contract, executed between each teacher and the employer is subject to the terms and conditions of this Agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article.

ARTICLE XXII

SCHOOL CALENDAR

- A. The school year shall consist of a minimum of 180 days of instruction and/or at least the minimum number of hours as required by the State of Michigan. If the State eliminates the 180 day requirement, the hour requirement shall prevail in the event of emergency school cancellations. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or State health authorities, may be rescheduled at the discretion of the Board of Education in consultation with the Association, to insure the required minimum number of days and/or hours. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

The total annual salary is based upon 189 days of work during the entire school year as set forth in Appendix A attached to and incorporated into this Agreement.

- B. Per Diem shall be defined as the teachers' annual salary, excluding any extra duty compensation, divided by 189.

ARTICLE XXIII

ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between and executed by, the District and the Association. If the blended student count varies by twenty-five students from the previous year, negotiations for financial remuneration will be opened at request of either party. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions.

ARTICLE XXIV

DURATION OF CONTRACT

This Agreement shall be effective as of August 1, 2000, and shall continue in effect until the 31st day of July 2002. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

SIGNATURES

BOARD OF EDUCATION:

By: Edward X. Sney  
President

By: Carol Worch  
Secretary

By: Joel D. Raddatz  
Superintendent

MANISTEE TEACHERS' ASSOCIATION:

By: David R. Hendrich  
President

By: Barry D. Peterac  
Contract Negotiator



Appendix A  
**MANISTEE AREA PUBLIC SCHOOLS**  
**CALENDAR**  
**2000-01**

	# of DAYS	STUDENT STAFF
AUGUST.....	4	6
Aug. 24 & 25      Staff Development and Orientation (Elementary, ½ day open house)		
Aug. 28              First Day of School		
SEPTEMBER.....	19	19
Sept. 1 & 4          Labor Day Break		
OCTOBER.....	21	22
Oct. 6                School Wide Inservice		
NOVEMBER.....	20	20
Nov. 23 & 24        Thanksgiving Break		
DECEMBER.....	16	16
Dec. 25 - Jan. 1    Holiday Break		
JANUARY.....	21	22
Jan. 2                Return from Holiday Break		
Jan. 19              Semester Records Day		
FEBRUARY.....	18	19
Feb. 9                Mid-Winter Break		
Feb. 12              School Wide Inservice		
MARCH.....	21	22
Mar. 15              School Wide Inservice		
APRIL.....	14	15.5
Apr. 2 - 6            Spring Break		
Apr. 13              Inservice (½ day)		
Apr. 20              Inservice		
MAY.....	21	22
May 18              School Wide Inservice		
May 28              Memorial Day		
JUNE.....	5	5.5
June 7                Last Day of School		
June 8                Records Day (½ day)		
<b>Totals</b>	<b>180</b>	<b>189</b>

